

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

JACK MARRONE, husband, KAREN  
MARRONE, wife, both individually and  
in their capacity as parents and guardians  
for VIDA MARRONE, a minor, and  
MATTHEW ADAM MARRONE,

Plaintiffs,

vs.

ALLSTATE INSURANCE COMPANY,  
LINDA M. EDLEMAN, FRED SCHAFER,  
MT. GREтна REALTY, and HOUSE  
MASTERS,

Defendants.

Civil Action No.: 1:CV-01-0773

FILED  
HARRISBURG, PA

AUG 22 2003

MARY E. D'ANDREA, CLERK  
Per [Signature]  
Deputy Clerk

(U.S. District Judge Yvette Kane)

**JURY TRIAL DEMANDED**

**PLAINTIFFS' PRE-TRIAL MEMORANDUM**

AND Now come the Plaintiffs, by and through their counsel of record,  
Tarasi, Tarasi & Fishman, P.C., Louis M. Tarasi, Jr., Esquire, and Gianni Floro,  
Esquire, and hereby file this Plaintiffs' Pre-Trial Memorandum, pursuant to LR 16.6,  
and in support thereof set forth the following:

Date conference was held by counsel: January 13, 2003<sup>1</sup>

<sup>1</sup> Pursuant to the District Court's April 29, 2003 Order, and LR 16.3(b), on July 17, 2003, counsel for the Plaintiffs, by telefax and U.S. Mail First Class, initiated a request to all counsel of record for a LR 16 conference; however, no counsel for any of the Defendants responded to Plaintiffs' request. Since the January 13, 2003 conference by counsel the Plaintiffs have settled their claims against Linda M. Edleman, Fred Schafer, Mt. Gretna Realty and Housemaster. The remaining Defendant is Allstate Insurance Company.

**A. JURISDICTION:**

Jurisdiction is properly before this District Court based upon, 28 U.S.C. § 1332, diversity of citizenship. Plaintiffs are citizens of the State of Missouri and the Defendant Allstate Insurance Company (hereinafter, "Allstate") is a corporation of the State of Delaware with its principal place of business in Illinois. The matter in controversy exceeds seventy-five-thousand dollars (\$75,000.00), exclusive of interest and costs.

**B. SUMMARY OF FACTS AND LIABILITY CONTENTIONS:**

Plaintiffs, Jack Marrone and Karen Marrone, who are husband and wife, at all relevant times hereto, resided at a home located in Pennsylvania and they now have moved back to Missouri. They are the parents of Vida and Matthew Adam Marrone. In June of 1999, the Plaintiffs came to Pennsylvania to look for a home, and in July of 1999, they found their "dream home," located in Mt. Gretna.

Prior to closing on their "dream home," the Plaintiff, Karen Marrone, contacted Allstate, her previous auto insurer, and an Allstate agent conducted an inspection of the home, and this took place before it issued an insurance policy to the Plaintiffs. During the inspection the Plaintiffs were never advised that the home had mold in it, or that Allstate would assert a so-called "mold exclusion," in the insurance policy they would issue to the Plaintiffs. After conducting the inspection of the Plaintiffs home, Allstate issued an insurance policy binder covering the

property at issue which became effective August 25, 1999. The insurance binder was silent on the so-called "mold exclusion," that Allstate would later assert.

On August 31, 1999, Plaintiffs completed the purchase of the home and they took possession relying on the insurance policy binder issued by Allstate to protect them and their family's property and possessions should the need arise. All of the contracts referred to in this suit have in addition to the other terms, the implied covenant of "good faith and fair dealing."

In July of 2000, the Plaintiffs went away on vacation, and returned a week later to find their basement covered in mold. The mold covered the walls, ceiling, floor, and furniture, and this was the first time that the Plaintiffs had any notice of this problem. They immediately contacted their insurer, Allstate, and filed an insurance claim. Allstate's inspector performed only a  cursory and superficial  inspection, and in a letter dated August 10, 2000, denied coverage claiming the damage was the result of a "preexisting condition" and therefore not covered by their policy. The cause of the "so-called" preexisting condition was not stated. There was also no statement that Plaintiffs should have somehow been aware of the condition. Despite Allstate's involvement in similar litigation concerning the potential and perceived health hazards posed by mold, at no time did Allstate, or its people, who had actual knowledge of mold problems, inform or otherwise make known to the Plaintiffs the possibility of a mold problem or the potential health problems

related to the growth of mold, or other organic toxins. (See, Anderson v. Allstate Insurance Company, 45 Fed. Appx. 745, 2002 U.S. App. LEXIS 18379 (9<sup>th</sup> Cir. 2002)) Plaintiffs, being unaware of any mold and the problems of the potential catastrophic dangers created by mold remained in the home. As between Plaintiffs and Allstate, an unknown condition, does not meet the test of a preexisting condition; or in the alternative, the test for preexisting condition in this policy is either ambiguous or unenforceable. Furthermore, it is clear from the evidence the dangerous mold condition was a sudden occurrence.

On August 28, 2000, the Plaintiffs had their home inspected by Advanced Applied Sciences, Inc. The inspection consisted of a bioaerosol survey, and on September 29, 2000, as a result of a telephone conversation with Advanced Applied Sciences, Inc., the Plaintiffs learned the results of the testing, and it was not good. There was found "fungal contamination in the house," Aspergillus, Stachybotrys, Penicillium, Alternaria, Chrysosporium, Epicoccum, and Cladosporium. The inspection also revealed a relative humidity level in the basement of 41% higher than that found outside the house. Upon learning of the toxic levels of mold in their home, and its danger, they vacated the premises. They have suffered and will continue to suffer embarrassment, humiliation, and psychological trauma; financial damages, including the loss of their home that is still standing vacant and unsalable as of this date. The Plaintiffs have met all of their obligations required

under the insurance contracts mentioned below. The Plaintiffs maintain this action for damages caused by Allstate's breach of contract and bad faith, for their failure to properly inspect the premises before issuing a binder and after notice of the Plaintiffs' claim, and for their failure to cover the losses.

**C. COMPREHENSIVE STATEMENT OF UNDISPUTED FACTS:**

1. The house that is the subject matter of this litigation is a one-story residence located at 354 Timber Road, Mt. Gretna, Pennsylvania.
2. Ms. Edleman hired Mt. Gretna Realty to act as her real estate agent to assist her in selling 354 Timber Road, Mt. Gretna, Pennsylvania.
3. Fred Schaeffer was the real estate agent for Mt. Gretna Realty that assisted Ms. Edleman in selling her property.
4. Fred Schaeffer did a walk through of Ms. Edleman's home which included the basement of 354 Timber Road, Mt. Gretna, Pennsylvania prior to its sale to the Plaintiffs.
5. Prior to the sale Ms. Edleman filled out a seller's disclosure statement which was provided to the Plaintiffs prior to buying Ms. Edleman's home.
6. Prior to the closing of the sale of this property Plaintiffs hired Defendant Housemaster to inspect 453 Timber Road, Mt. Gretna, Pennsylvania.
7. Prior to the closing of the sale of this property Defendant Housemaster conducted an inspection of 354 Timber Road, Mt. Gretna,

Pennsylvania on behalf of the Plaintiffs.

8. Following the above-referenced inspection Defendant Housemaster provided the Plaintiffs with a written report regarding Housemaster's inspection of Ms. Edleman's home.

9. The above-referenced report from Housemaster was provided to the Plaintiffs prior to the sale of 354 Timber Road, Mt. Gretna, Pennsylvania.

10. When Plaintiffs purchased the home from Ms. Edleman there was a hot tub in the basement.

11. On or about August 25, 1999, Karen and Jack Marrone applied for a home owners policy with Allstate Insurance Company.

12. On August 25, 1999, Allstate issued a homeowners policy binder numbered 001657755 to the Marrones.

13. Coverage was in effect under the policy as of June/July 2000.

14. On or about August 31, 1999, Jack Marrone and Karen Marrone (hereinafter, "the Marrones") purchased a home located at 354 Timber Road, Mt. Gretna, Pennsylvania from Linda Edleman.

15. In connection with the Marrones purchase of the aforesaid property, they executed a note and a mortgage in the amount of \$165,000.00 in favor of Equity One.

16. On or about August 31, 1999, the note and mortgage were duly

assigned to HomeSide, the mortgage was at a 7.5 fixed rate for thirty (30) years beginning October 1, 1999 and ending on September 1, 2029.

17. The last mortgage payment on the aforesaid property was made on October 1, 2000.

#### **D. PLAINTIFFS' DAMAGES:**

##### **(1) Principal Injuries:**

a. Bodily injury claims have been settled.

b. Economic Damages:

1)	Value of the House:	\$165,000.00
2)	Moving Expenses:	\$6,320.00
3)	Animals:	\$112.98
4)	Household Expenses:	\$23,820.94
5)	Some Clean-up Expenses:	\$708.00
6)	Outdoor Expenses:	\$336.00
7)	Basement Expenses:	\$7,970.00
8)	Clean-up Expenses:	\$1,8270.00
9)	Memorabilia:	\$11,855.00
10)	Comics:	\$3,000.00
11)	Autographed items:	\$3,615.00
12)	Lost income due to the Plaintiffs being	

required to evacuate their home in Mt. Gretna and having to move back to Missouri into their previous home they were renting out. Rental Income of ~\$725.00/month for approximately one (1) year:

\$8,700.00

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TOTAL: \$230,264.92

- c. The Plaintiffs were forced to evacuate their home.
  - d. The Plaintiffs have been inconvenienced.
  - e. The Plaintiffs have suffered embarrassment, humiliation and mental anguish.
- (2) Hospitalization and convalescence: N/A
  - (3) Present disability: N/A
  - (4) Special monetary damages, loss of past earnings, medical expenses, property damages, etc.: Value of 354 Timber Road;  
Cost of getting a new home;  
Lost because of forced to  
default on mortgage and new  
home;
  - (5) Estimated value of pain and suffering:  
N/A
  - (6) Special damage claim: *See above.*



**E. NAMES AND ADDRESSES OF WITNESSES, ALONG  
WITH THE SPECIALTIES AND QUALIFICATIONS OF  
EXPERTS TO BE CALLED:**

1. Karen Marrone  
11673 Highway PP  
Dixon, MO 65459
2. Matthew Marrone  
320 Bland Street  
Lebanon, MO 65536
3. Vida Marrone  
11673 Highway PP  
Dixon, MO 65459
4. Jack Marrone  
11673 Highway PP  
Dixon, MO 65459
5. Lisa Bernieri  
Lisa Bernieri Agency  
100 Highlands Drive, No. 208  
Lititz, PA 17543  
c/o James G. Nealon, III, Esq.  
2411 North Front Street  
Harrisburg, PA 17110
6. Ellen Zern  
Lisa Bernieri Agency  
100 Highlands Drive, No. 208  
Lititz, PA 17543  
c/o James G. Nealon, III, Esq.  
2411 North Front Street  
Harrisburg, PA 17110
7. Larry Miller, Allstate Ins. Co.  
Senior Claims Representative  
P.O. Box 172  
Millersville, PA 17551  
c/o James G. Nealon, III, Esq.  
2411 North Front Street  
Harrisburg, PA 17110
8. Dennis Andrew and/or Jay Andrew  
FireTech Services, Inc.  
315 East Walnut Street  
Lancaster, PA 17602-2403

9. Lauren Hittle, Allstate Ins. Co.  
address unknown  
c/o James G. Nealon, III, Esq.  
2411 North Front Street  
Harrisburg, PA 17110
10. Chip Stanilla  
Re/Max Realty  
209 West Penn Avenue  
Cleona, PA 17042
11. Linda M. Edleman  
82 Norway Lane  
Lebanon, PA  
c/o John Flounlacker, Esq.  
305 North Front Street, 6<sup>th</sup> Fl.  
Harrisburg, PA 17108-0999
12. Frederick W. Schaffer, Jr.  
P.O. Box 338  
202 Columbia Avenue  
Mt. Gretna, PA 17064  
c/o Edward A. Monsky, Esq.  
425 Spruce Street  
Scranton, PA 18501-0590
13. Charles E. Bertoud, Jr.  
47 Brookside Avenue  
Hershey, PA 17033  
c/o James J. Kutz, Esq.  
305 North Front Street, 5<sup>th</sup> Fl.  
Harrisburg, PA 17108-1003
14. Robert A. Pfromm, CIH  
4400 Linglestown Road  
Harrisburg, PA 17112

Mr. Pfromm is a Certified Industrial Hygienist.  
(*Please see* the Affidavit of Robert A. Pfromm, CIH at Ex. 1,  
“curriculum vitae,” for a detailed description of his qualifications.)

15. Tom Moore  
421 Redgate Road  
Sewickley, PA 15143

Mr. Moore is a Home Inspector.  
(*Please see* the Affidavit of Tom Moore at Ex. 1, “curriculum vitae,”  
for a detailed description of his qualifications.)

**F. SUMMARY OF TESTIMONY OF EACH  
EXPERT WITNESS:**

1. Robert A. Pfromm, CIH

Mr. Pfromm will testify about the mold that grew in the Plaintiffs basement and that a high level of moisture contributed to the growth of said mold.

*(Please see the Affidavit of Robert A. Pfromm, CIH, at Ex. 2, "Reports of Robert A. Pfromm, CIH.")*

2. Tom Moore

Mr. Moore will testify as to his inspection, and that leakage of the pipe in the basement of the ceiling contributed to the mold growth. He will further testify that even a casual inspection would have revealed the leakage from a broken pipe in the basement ceiling. *(Please see the Affidavit of Tom Moore at Ex. 2, "Report of Tom Moore.")*

**G. SPECIAL COMMENT ABOUT  
PLEADINGS AND DISCOVERY:**

Video tapes of the Depositions of Linda M. Edleman, Frederick W. Schaffer, Jr., Charles E. Bertoud, Jr. and Larry Miller are available, and may be utilized during the course of the trial.

**H. SUMMARY OF THE LEGAL  
ISSUES INVOLVED:**

The main legal issue (breach of contract) is whether there was coverage

under the insurance policy issued by Allstate for the loss suffered by the Plaintiffs. The other legal issue ("Bad Faith") is whether Allstate breached its contract with the Plaintiffs in "Bad Faith."

An action for bad faith may arise from an insurer's inadequate investigations. O'Donnell v. Allstate Insurance Co., 734 A.2d 901 (Pa. Super. 1999) Plaintiffs submit this is a similar situation that was at issue in Paris Foods Corp. v. American Casualty Co. of Reading, Pa., wherein the Court of Common Pleas of Philadelphia found that the only coverage that would inure to the plaintiff under the defendant's interpretation would be that:

[T]he policy purchased by plaintiff confers coverage under such narrow and mysterious circumstance as to be phantasmal.

(72 D. & C.2d 673, 675 (1975).

The Plaintiff has pointed-out and indicated in the record, also from which it can be inferred, that the behavior of Allstate comports with that conduct found to be "bad faith" pursuant to 42 Pa.C.S.A. § 8371. In Dercoli v. Pennsylvania National Mutual Insurance Company, the Supreme Court of Pennsylvania held that:

The duty of an insurance company to deal with the insured fairly and in good faith includes the duty of full and complete disclosure as to all the benefits and every coverage that is provided by the applicable policy or policies along with all requirements, including any time limitations for making a claim.

520 Pa. 471, 478, 554 A.2d 906, 909 (1989), *citing*, Gatlin v. Tennessee Farmers

Mutual Insurance Co., 741 S.W.2d 324 (Tenn. 1987); Sarchett v. Blue Shield of California, 43 Cal.3d 1, 233 Cal.Rptr. 76, 729 P.2d 267 (1987). Moreover, in that case the Supreme Court of Pennsylvania earlier had recognized its own long standing rule that:

[T]he utmost fair dealing should characterize the transactions between an insurance company and the insured.

520 Pa. 471, 477, 554 A.2d 906, 909 (1989), *quoting*, Fedas v. Insurance Company of the State of Pennsylvania, 300 Pa. 555, 151 A. 285 (1930).

The Supreme Court of Pennsylvania's pronouncement in Dercoli regarding an insurer's duty toward its insured was followed by this statement:

This is especially true where the insurer undertakes to advise and counsel the insured in the insured's claim for benefits.

520 Pa. 471, 478, 554 A.2d 906, 909 (1989). The insurer still is duty bound "to deal with the insured fairly and in good faith includes the duty of full and complete disclosure as to all the benefits and every coverage that is provided by the applicable policy or policies along with all requirements, including any time limitations for making a claim." 520 Pa. 471, 478, 554 A.2d 906, 909 (1989), *citing*, Gatlin v. Tennessee Farmers Mutual Insurance Co., 741 S.W.2d 324 (Tenn. 1987); Sarchett v. Blue Shield of California, 43 Cal.3d 1, 233 Cal.Rptr. 76, 729 P.2d 267 (1987).

In Tonkovic v. State Farm Mutual Automobile Insurance Company, the Supreme Court of Pennsylvania set forth clearly when dealing with its insured, if there

is any question of fairness the insurance company must explain the policy to the insured clearly and fairly. 513 Pa. 445, 452-453, 521 A.2d 920, 924 (1987) (*See also*, Worldwide Underwriters Insurance Company v. Brady, 973 F.2d 192, 194-195 (3d. Cir. 1992) Here as in Worldwide there is ambiguity in the policy.

To determine whether a claim potentially comes within coverage of the policy, the scope of the coverage must first be ascertained. Sclabassi v. Nationwide Mutual Fire. Ins. Co., 789 A.2d 699, 702 (Pa. Super. 2001). Any ambiguity in an insurance policy should be construed in favor of the insured and against the insurer. Redevelopment Authority of Cambria County v. International Ins. Co., 454 Pa. Super. 374, 388, 685 A.2d 581, 588 (1996); Tonkovic, 513 Pa. at 452-453, 521 A.2d at 924 (As there is a manifest inequality of bargaining power between an insured and insurer, a court may deviate from the plain language of an insurance contract).

Determinations of fact are questions for the jury. Fidelity Bank and Tiernan, 249 Pa. Super. 216, 375 A.2d 1320 (1977).

In Pressley v. Travelers Property Casualty Corporation, 817 A.2d 1131 (Pa. Super. 2003), the Superior Court of Pennsylvania noted that:

The Supreme Court in *Madison Const. Co. v. Harleysville Mut. Ins. Co.*, 557 Pa. 595, 735 A.2d 100, 109 n. 8 (1999) noted that the reasonable expectation doctrine applied in *Collister v. Nationwide Life Ins. Co.*, 479 Pa. 579, 388 A.2d 1346 (1978) “to protect non-commercial insured from policy terms not readily apparent” and *Tonkovic v. State Farm Mut. Auto. Ins. Co.*, 513 Pa. 445, 521 A.2d 920 (1987) “to protect non commercial insured from deception”.

Here, too, we are concerned with a non-commercial insured. Hence, the reasonable expectation doctrine applies.

In Remple v. Nationwide Life Insurance Co., Inc., 370 A.2d 366 (1977) the Supreme Court of Pennsylvania explained the policy holder has no duty to read the policy unless under the circumstances it is unreasonable not to read it.

- |           |  |                                   |
|-----------|--|-----------------------------------|
| <b>I.</b> | <b>STIPULATIONS DESIRED:</b>                                   | <b>N/A</b>                        |
| <b>J.</b> | <b>ESTIMATED NUMBER<br/>OF TRIAL DAYS:</b>                     | <b>5 TOTAL (3 for Plaintiffs)</b> |
| <b>K.</b> | <b>ANY OTHER MATTER PERTINENT<br/>TO THE CASE TO BE TRIED:</b> | <b>N/A</b>                        |
| <b>L.</b> | <b>LOCAL RULE 16.3 EXHIBIT LIST:</b>                           | <b>APPENDED</b>                   |
| <b>M.</b> | <b>SPECIAL VERDICT QUESTIONS:</b>                              |                                   |

1. Where the Plaintiffs insured under the Allstate policy?
2. What is the amount of damages due to the Plaintiffs due to Allstate's failure to honor the insurance policy it issued to the Plaintiffs?
3. Did Allstate act in "bad faith" in failing to honor its insurance policy with the Plaintiffs?
4. The amount of punitive damages that you award may be as high as nine times the compensatory damages that you award, what amount of punitive damages due you award to the Plaintiffs and against Allstate, if you find there is "bad faith?"

**N. DEFENSE COUNSEL SETTLEMENT  
AUTHORITY STATEMENT:**

N/A

**O. CERTIFICATE REGARDING DEPOSITIONS:**

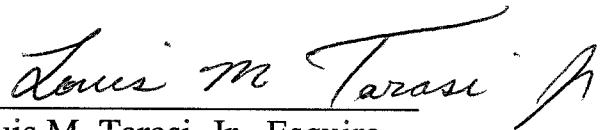
Pursuant to the District Court's April 29, 2003 Order, and LR 16.3(b), on July 17, 2003, counsel for the Plaintiffs, by telefax and U.S. Mail First Class, initiated a request to all counsel of record for a LR 16 conference; however, no counsel for any of the Defendants responded to Plaintiffs' request. Since the January 13, 2003 conference by counsel the Plaintiffs have settled their claims against Linda M. Edleman, Fred Schafer, Mt. Gretna Realty and Housemaster. The remaining Defendant is Allstate Insurance Company.

Wherefore, the Plaintiffs respectfully represent that the foregoing are the issues, facts and arguments to be set forth at trial against the Defendant Allstate Insurance Company.

Respectfully submitted,

TARASI, TARASI & FISHMAN, P.C.

By:



Louis M. Tarasi, Jr., Esquire

PA ID No. 01042

Gianni Floro, Esquire

PA ID No. 85837

Attorney for the Plaintiffs



CASE CAPTION: Marrene v AllstateLIST OF EXHIBITSCASE NUMBER: 1: CV-01-0773MIDDLE DISTRICT OF PENNSYLVANIAJUDGE: Vette Kane

PTF	DFT	DESCRIPTION OF OBJECT OR ITEM	IDENTIFIED	EVIDENCE	RULING	WITNESS ON STAND
		Seller's Property Disclosure Statement				
		Allstate Insurance Binder				
		Allstate Insurance Company Deluxe Plus Homeowners Policy				
		Allstate Policy Endorsement 8-25-99				
		Allstate Policy Declaration				
		Allstate Policy Declaration Renewal				
		Allstate Letter dated September 1999				
		Allstate Letter dated June 2000				
		Allstate Letter dated July 2000 Renewal				
		Allstate Letter dated August 2000 Claim Denial				
		Fire Tech Services Report dated 8-18-00				
		Fire Tech Services estimate for mold removal & re-building the basement				
		House Master Express Report				
		Floor plan				
		Buyer Agency/Dual Agency Consent/ Disclosure				
		Mini-List Input Form				
		Multi-List Photo and Information				

		Uniform Residential Appraisal Report of R Jones						
		Lender's Notice of Reasonable Value						
		Fax dated 8-19-99 from Loan Processors						
		Loan Commitment of Equity One						
		Qualifications of Appraiser						
		Property Loss Notice						
		Casualty Captioned Report						
		Statement of Qualifications of AES cover page						
		Ltr. From Old Guard Ins. To Ms. Eldeman dated 5-24-01						
		Allstate Insurance Company Loss Report						
		Evidence of Insurance						
		Affidavit of Tom Moore						
		Affidavit of Robert Pfromm, CIH						
		Photographs taken immediately after Mold						
		Photographs of August 12, 2002						
		Deposition of Jack Marrone						
		Deposition of Karen Marrone						
		Deposition of Matthew Marrone						
		Deposition of Vida Marrone						
		Deposition of Linda M. Edleman & Video						
		Deposition of Fred Schafer & Video						
		Deposition of Chuck Bertoud & Video						
		Deposition of Larry E. Miller & Video						

		DBV 0354 pp. 590-592						
		Mortgage Documents						
		Letter from CZimmer						
		JES Basement System Proposal						
		Blaster Rental Receipt						
		Solatube Receipt						
		Chimney Repairs						
		Photos from Miller Deposition						
		Allstate Response to Discovery Requests						
		Marrone Response to Ints and RPD to Housemaster						
		Marrone Response to Ints and RPD to Edleman						
		Marrone Check Receipts						
		A-1 Moving and Storage						
		Future Kitchen Plans						
		Pleadings, Motions, Briefs, etc.						

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Plaintiffs' Pre-Trial Memorandum, was served on counsel for the Defendants on this 21th day of August, 2003, by the United States Mail, First Class, Postage prepaid addressed as follows:

James G. Nealon, III, Esquire  
2411 North Front Street  
Harrisburg, PA 17110

John Flounlacker, Esquire  
305 North Front Street  
Harrisburg, PA 17108

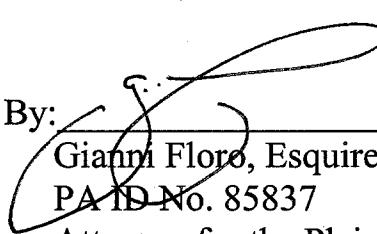
Edward A. Monsky, Esquire  
425 Spruce Street  
Scranton, PA 18501-0590

Jennifer L. Murphy, Esquire  
305 North Front Street, 5th Floor  
Harrisburg, PA 17108-1003

Joel D. Gusky, Esquire  
1835 Market Street, 29<sup>th</sup> Floor  
Philadelphia, PA 19103

TARASI, TARASI & FISHMAN, P.C.

Date: 8.21.03

By:   
Gianni Floro, Esquire  
PA ID No. 85837  
Attorney for the Plaintiffs  
510 Third Avenue  
Pittsburgh, PA 15219  
P: (412) 391-7135  
F: (412) 471-2673